

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x Index No. 1:22-cv-10155
ELEVATION HEALTH, LLC,

Plaintiff,

COMPLAINT

-against-

SUN GROUP PARTNERS LLC,

Defendants.

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Plaintiff, by and through its counsel, RAN MUKHERJEE, P.C., as and for its Complaint against the Defendant, sets forth as follows:

JURISDICTION AND VENUE

1. At all relevant times, Plaintiff Elevation Health, LLC (“Elevation”), was and still is a domestic limited liability company organized and existing pursuant to the laws of the State of New York, with offices at 12 W 21st St, New York, NY 10010.

2. Defendant Sun Group Partners LLC (“Sun Group”) is a limited liability company organized and existing pursuant to the laws of the State of Florida, with offices at 309 Eagleton Estates Drive, Palm Beach Gardens, FL 33418.

3. Jurisdiction is proper in this Court pursuant to 28 U.S.C. Section 1332 because there exists total diversity of citizenship, and the amount in controversy exceeds \$75,000.00; moreover, the contracts at issue provide for exclusive jurisdiction in the Southern District of New York.

4. Venue is proper because the Plaintiff is located in the Southern District of New York, and the transactions at issue required moneys to be delivered within the Southern District of New York, and the contracts at issue specify venue in the Southern District of New York.

RELEVANT FACT BACKGROUND

5. By Promissory Note dated May 4, 2022 (the “Promissory Note”), Sun Group promised to pay Elevation the principal amount of \$500,000 (the “Principal Amount”), together with interest thereon, on or before October 28, 2022 (or such earlier date on which Sun Group defaulted on payment obligations under the Royalty Agreement described below) (the “Maturity Date”). Exhibit 1 hereto is a true and correct copy of the Promissory Note.

6. Also on May 4, 2022, Sun Group and Elevation entered into a Royalty Agreement (the “Royalty Agreement”), which required Sun Group to make royalty payments starting on or before July 1, 2022. Exhibit 2 hereto is a true and correct copy of the Royalty Agreement.

7. Section VII (D) of the Royalty Agreement provides for the exclusive jurisdiction of the Southern District of New York.

8. Section VII (D) of the Royalty Agreement additionally provides for consent to service of legal notice of a claim before this Court by overnight mail.

9. The Promissory Note provides for additional consideration of \$250,000 to be paid to Elevation by Sun Group on or before the Maturity Date (the “Exit Fee”).

10. The Promissory Note provides for interest on the unpaid principal sum at 4.00% per annum (“Interest”).

11. In the event Sun Group fails to pay the entire Principal Amount, all accrued Interest, and the Exit Fee on or before the Maturity Date, the Promissory Note provides for default interest on “all such amounts” at 6.00% per annum (“Default Interest”).

12. Section 3 of the Promissory Note provides that Sun Group waives diligence, presentment, demand, protest and notice of any kind whatsoever.

13. Section 3 of the Promissory Note requires Sun Group to pay, in addition to the foregoing, all costs of Elevation in collecting or attempting to collect, including all reasonable attorneys' fees and disbursements.

14. Sun Group did not make the required payments by the Maturity Date.

15. As of October 28, 2022, Sun Group had not paid any part of the Principal, the Interest, or the Exit Fee.

16. As of October 28, 2022, approximately \$10,000 had accrued in Interest on the unpaid Principal of \$500,000, and so including the Exit Fee of \$250,000, a total of \$760,000 was due and owing as of that date.

17. From October 28, 2022, the Default Interest rate of 6.00% applies to that past-due total of \$760,000.

FIRST CAUSE OF ACTION
Breach of Contract

18. Plaintiff incorporates by reference the prior paragraphs.

19. Elevation entered into valid and binding contracts with Defendant Sun Group, for valid consideration.

20. Elevation performed its obligations under the contracts.

21. Defendant Sun Group breached the contract insofar as it failed and refused to pay any of the amounts due thereunder.

22. As a result, Elevation has suffered damages.

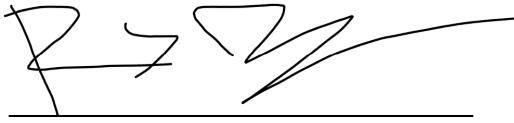
PRAYER FOR RELIEF

WHEREFORE, Plaintiff ELEVATION HEALTH, LLC, respectfully requests judgment against the Defendant SUN GROUP PARTNERS LLC as follows:

- a) On the First Cause of Action, in amounts to be determined at trial: estimated to be \$760,000 plus 6% per annum from October 28, 2022, plus all costs of Elevation in collecting or attempting to collect, including all reasonable attorneys' fees and disbursements.
- b) For such other and further relief as the Court deems necessary and proper.

Dated: November 30, 2022

Respectfully submitted,



By: Ran Mukherjee, Esq. (RM8436)
Ran Mukherjee, P.C.
Counsel for Plaintiff Elevation Health, LLC
240 Kent Ave, Suite B13
Brooklyn, NY 11249
(646) 998-4240 direct dial
(917) 591-4999 fax
Email: rm@rmlawny.com